
From: joe prather
Sent: Monday, April 01, 2019 1:53 PM
To: Heldenfels, Leane <Leane.Heldenfels@austintexas.gov>
Subject: 2311 Shoal Creek/ C15-2019-0018

My response is to an appeal of the Land Development Code in reference to C15-2019-0018.

My response is attached Below.

My comments are that I do not want an SF3 property to be changed to a property that can be used as a fraternity, or used as a non- profit to aid students in the mission statement by the owners of the home, Beta Student Aid Fund.

Mission

Aid students of the University of Texas, who are members of the Beta Omicron Chapter of the Beta Theta Pi Fraternity, with scholarships, maintaining of lands and buildings serving as housing for these students, and to ensure that their higher education is attained.

Our neighborhood does currently house both single family residents, and students leasing homes, that attend UT. This land use, could open other larger homes. in the area, to try and change their current SF3 property, into a fraternity, and thus house more than six unrelated people in the home. This would create a huge parking problem, in our already crowded neighborhood.

Thank you for your time./ Member of the Caswell Heights Neighborhood Association.

Joe Prather
Central Metro Realty
512 796 5539

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

PUBLIC HEARING INFORMATION

Although applicants and/or their agent(s) are expected to attend a public hearing, **you are not required to attend.** However, if you do attend, you have the opportunity to speak FOR or AGAINST the proposed application. You may also contact a neighborhood or environmental organization that has expressed an interest in an application affecting your neighborhood.

During a public hearing, the board or commission may postpone or continue an application's hearing to a later date, or recommend approval or denial of the application. If the board or commission announces a specific date and time for a postponement or continuation that is not later than 60 days from the announcement, no further notice will be sent.

A board or commission's decision may be appealed by a person with standing to appeal, or an interested party that is identified as a person who can appeal the decision. The body holding a public hearing on an appeal will determine whether a person has standing to appeal the decision.

An interested party is defined as a person who is the applicant or record owner of the subject property, or who communicates an interest to a board or commission by:

- delivering a written statement to the board or commission before or during the public hearing that generally identifies the issues of concern (*it may be delivered to the contact person listed on a notice*); or
- appearing and speaking for the record at the public hearing;

and:

- occupies a primary residence that is within 500 feet of the subject property or proposed development;
- is the record owner of property within 500 feet of the subject property or proposed development; or
- is an officer of an environmental or neighborhood organization that has an interest in or whose declared boundaries are within 500 feet of the subject property or proposed development.

A notice of appeal must be filed with the director of the responsible department no later than 10 days after the decision. An appeal form may be available from the responsible department.

For additional information on the City of Austin's land development process, visit our website:

www.austintexas.gov/department/development-services

Written comments must be submitted to the contact person listed on the notice before or at a public hearing. Your comments should include the name of the board or commission, or Council; the scheduled date of the public hearing; the Case Number; and the contact person listed on the notice. **All comments received will become part of the public record of this case.**

Case Number: C15-2019-0018, 2311 Shoal Creek Blvd.

Contact: Leane Heldenfels, 512-974-2202, leana.heldenfels@austintexas.gov

Public Hearing: Board of Adjustment, April 8, 2019

JOE PRATHER ☐ I am in favor
☒ I object

Your Name (please print)

2304 HONGKIU ST.

Your address(es) affected by this application

[Signature]
 Signature

05/02/19
 Date

Daytime Telephone: _____

Comments: _____

Comments must be returned by 10am the day of the hearing for the Board to see them at this hearing. They may be sent by:

Mail: City of Austin-Development Services Department/ 1st Floor
 Leane Heldenfels
 P. O. Box 1088
 Austin, TX 78767-1088

(NOTE: mailed comments must be postmarked by the Wed before the hearing to be receive in time for this hearing)

Fax: (512) 974-6305

Email: leana.heldenfels@austintexas.gov

G-1/32**FAX COVER SHEET**

TO

COMPANY

FAX NUMBER 15129746305

FROM Olivia Ruiz

DATE 2019-04-08 14:31:07 GMT

RE Case No. C15-2019-0018

COVER MESSAGE

Ms. Leane Heldenfels:

Enclosed is my notice in favor of the above mentioned case:

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 - appearing and speaking for the record at the public hearing;
- and:

- occupies a primary residence that is within 500 feet of the subject property or proposed development;
- is the record owner of property within 500 feet of the subject property or proposed development; or
- is an officer of an environmental or neighborhood organization that has an interest in or whose declared boundaries are within 500 feet of the subject property or proposed development.

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Case Number: C15-2019-0018, 2311 Shoal Creek Blvd.

Contact: Leane Heldenfels, 512-974-2202, leana.heldenfels@austintexas.gov

Public Hearing: Board of Adjustment, April 8, 2019

Olivia B. Ruiz

Your Name (please print)

☒ I am in favor
☐ I object

1115 W. 22nd St.

Your address(es) affected by this application

Olivia B. Ruiz

Signature

4/7/19

Date

Daytime Telephone: _____

Comments: _____

Comments must be returned by 10am the day of the hearing for the Board to see them at this hearing. They may be sent by:

Mail: City of Austin-Development Services Department/ 1st Floor
Leane Heldenfels
P. O. Box 1088
Austin, TX 78767-1088

(NOTE: mailed comments must be postmarked by the Wed before the hearing to be receive in time for this hearing)

Fax: (512) 974-6305

Email: leana.heldenfels@austintexas.gov

From: Betsy Greenberg
Sent: Thursday, April 04, 2019 9:24 AM
To: Heldenfels, Leane <Leane.Heldenfels@austintexas.gov>
Subject: C15-2019-0018

Members of the Board of Adjustment,

This case involves the Beta Theta Pi fraternity house located at 2311 Shoal Creek Boulevard. The property is owned, advertised and signed (with large Greek letters) as a fraternity house. Even if I were to stretch credulity and believe that this house isn't being used for group residential, there is no question that house is used as a site for large and frequent fraternity meetings and parties. This use exactly meets the definition of "Club or Lodge", i.e. the use of a site for provision of meeting, recreational, or social facilities by a private or nonprofit association, primarily for use by members and guests. This use specifically includes private social clubs and fraternal organizations and it baffles me how Planning and Zoning and other City staff could interpret this otherwise.

Please use your common sense and not staff's convoluted logic when you make your determination on this case.

Thank you for your service,
Betsy Greenberg

From: Muriel Wright

Sent: Monday, April 08, 2019 3:07 AM

To: Heldenfels, Leane <Leane.Heldenfels@austintexas.gov>

Subject: Board of Adjustment Hearing, Case Number C15-2019-0018, 2311 Shoal Creek Blvd., April 8
, 2019

Dear Ms. Heldenfels:

I am writing in wholehearted support of the appeal submitted by Ronald Sawey challenging the Land Use Determination of 2311 Shoal Creek Blvd. as a single-family residence use in a SF-3-NP neighborhood. I share the opinion that the current use of that property should be classified as either club/lodge or group residential. It is operated as a fraternity house.

Muriel Wright
1211 West 22-1/2 Street
Austin, TX 78705
512-477-7239

From: Anne Heinen
Sent: Thursday, April 04, 2019 8:46 AM
To: Heldenfels, Leane <Leane.Heldenfels@austintexas.gov>
Subject: Deny C15-2019.0018

Dear Board of Adjustment,

Please disallow the current operation of a fraternity in a house with single family zoning at 2311 Shoal Creek Blvd. and do not grant the owners a conditional use permit. This is a use explicitly denied in SF-3 zoning, for good reason. The activities of a fraternity, which are being carried out at 2311 Shoal Creek, are not in keeping with SF-3 zoned single-family neighborhoods. Club or Lodge is a conditional use (which is clearly the current use) and the fraternity does not have the conditional use permit, nor should it be granted one. You might argue that the property in question is close to UT, and thus deserves a conditional permit. However, that thinking would spell the end for many SF-3 zoned areas near UT that currently offer close-in housing for people from all walks and stages of life, not just UT students.

Thank you,

Anne Heinen
3010 Washington Sq. 78705 (included in the Central Austin Neighborhood Area
Planning group)
512-426-1124

From: Bobby Levinski

Sent: Thursday, April 04, 2019 1:27 PM

To: Heldenfels, Leane <Leane.Heldenfels@austintexas.gov>; Ronald M Sawey

Cc: mary ingle

Subject: Re: FW: Beta Theta Pi Land Use Appeal

Hi Leane,

Thank you for forwarding this postponement request to us. As we discussed earlier via the phone, we will be opposing the request for postponement. When the application for this code interpretation was filed (on December 19th), the City was responsible for making a decision within 14 days of the application (ie., January 10th). That decision was delayed for almost two months, because the City wanted to meet and discuss the situation with the fraternity. Now, we are being asked to delay the process further, without any changes in material fact for a fairly simple code interpretation.

Importantly, while the fraternity might be considered an interested party for this code interpretation, they are not a direct party to the appeal. This is not an appeal attached to a project. Rather, the ~\$5,000 expense that my clients have been burdened with from the request for code interpretation and the subsequent appeal are the result of the fraternity not following the mandated code process. We respect the need of the fraternity to seek legal counsel, but we believe they have had ample opportunity to consider the facts and how this decision might impact their operations of the site.

Many thanks,
Bobby

On Wed, 3 Apr 2019 at 15:25, Heldenfels, Leane <Leane.Heldenfels@austintexas.gov> wrote:

Hi Bobby and Mary – received this request for postponement today from the property owner. I'll announce it at the beginning of the hearing when the Chair calls for postponement requests.

FYI –
Leane Heldenfels
Board of Adjustment Liaison
City of Austin

--

Bobby Levinski

Attorney,

The Levinski Law Office

512-636-7649 (mobile)

Meredith Maycotte

2301 Shoal Creek Blvd
Austin, Texas 78705
512-674-5207
meredith@maycotte.com

4th April 2019

Leane Heldenfels

City of Austin-Development Services Department
P.O. Box 1088
Austin, Texas 78767-1088

RE: Voting **IN FAVOR** of Case Number: C15-2019-0018, 2311 Shoal Creek Blvd

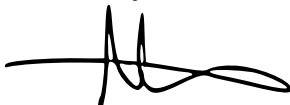
Dear Ms. Heldenfels,

I have lived on Shoal Creek Blvd with my family for nearly 15 years. I have two young daughters who walk to school every day and pass the house at 2311 Shoal Creek Blvd. We are very invested in this neighborhood and care deeply about its future as a safe, family-friendly place to raise our children. We live harmoniously with the tennis center, the loft complex, and we value the wonderful single family neighbors that make up the majority of the homes on our street.

We always refer to 2311 Shoal Creek as "The Ann Richards House," since it is the former governor's residence. Before that, it served as the home of an architect who built the second floor as a ballet studio for his ballerina wife. We adore that historical home and were disappointed to see it turn into a fraternity house when it was sold last year by a family with a young son who decided to move to Westlake where it was "better for kids."

We don't want to move to Westlake. We want to keep the family-friendly nature of our Central Austin neighborhood. It was clear to us that the house had become a fraternity home because of the increased vehicle traffic that we noticed. There are also huge greek letters displayed in front of the home. We agree with Ronald Sawey's appeal that the usage of the home is club/lodge or group residential. This seems to be an incompatible use with the neighborhood.

Sincerely,

A handwritten signature in black ink, appearing to read 'Meredith Maycotte', with a horizontal line extending to the left.

Meredith Maycotte

Homeowner

From: Ronald M Sawey
Sent: Thursday, April 04, 2019 6:46 AM
To: Bobby Levinski
Cc: Heldenfels, Leane <Leane.Heldenfels@austintexas.gov>
Subject: Re: Beta Theta Pi Land Use Appeal

Hello Ms. Heldenfels,

This note is to let help you come to understand that I am very much NOT a "silent partner" in these matters. I have written around \$5K in personal checks to move this matter forward. This is NOT an inconsiderable amount for a retired university professor. To summarily decide that the "owner" of the property has standing to stall what has become a very long and drawn out process is more than a little disconcerting. Consequently I feel compelled to offer my views on what you apparently are trying mightily (in my view) to turn into an unmitigated farce.

The one thing that I would interject at this point is that since our application (which has MY name on it) is that the owner of the property at 2311 Shoal Creek is apparently NOT what is stated on the Travis County Appraisal District database.

<https://www.traviscad.org/property-search/>

INSTEAD a search of Travis County Clerk's database:

<http://www.tccsearch.org/RealEstate/SearchEntry.aspx?e=newSession>

the database of record as I have belatedly come to understand (no thanks to ANYBODY in your office) indicates (if I am reading these incredibly murky records correctly) is an entity denoted as DTHB Inc.:(Please see attachment):

<https://www.corporationwiki.com/p/3156vw/dthb-inc>

whose "principal" apparently is a person named David Anthony Buttross.

So my one question (leaving aside the matter of whether or not the owner has ANY standing to make such a request in this matter) to you at this point, should you condescend with an answer, is has the apparent REAL owner or his representative requested the postponement?

Thank you for your time and attention.

Ronald M. Sawey
1202 W. 22 1/2 St.
rs01@utexas.edu

On Wed, Apr 3, 2019 at 5:28 PM Bobby Levinski <[REDACTED]> wrote:

I'm not sure this would qualify as a project-specific request. This is a general code interpretation. However, I will be calling Mary later to discuss, and we'll provide a response.

Many thanks,
Bobby

Sent from my iPhone

On Apr 3, 2019, at 4:14 PM, Heldenfels, Leane <Leane.Heldenfels@austintexas.gov> wrote:

Hi Mary – the property owner does have standing to request a postponement.

Leane

From: [REDACTED]
Sent: Wednesday, April 03, 2019 4:12 PM
To: Heldenfels, Leane <Leane.Heldenfels@austintexas.gov>
Cc: Bobby Levinski <[REDACTED]> ; Burkhardt, William - BC [REDACTED]
[REDACTED] Ronald M Sawey [REDACTED]
Subject: Re: Beta Theta Pi Land Use Appeal

Leane,
Is this an appropriate postponement for an interpretation? We are not challenging the property owner- we asked for an interpretation from the Director of Planning. We are challenging him, "The Director" who gave us this interpretation. This interpretation had a major cost attached to it, too. The Fraternity has standing to request a postponement? This is not a regular BOA variance case.

Best,
Mary Ingle
512-466-0448

On Apr 3, 2019, at 3:25 PM, Heldenfels, Leane
<Leane.Heldenfels@austintexas.gov> wrote:

Hi Bobby and Mary – received this request for postponement today from the property owner. I'll announce it at the beginning of the hearing when the Chair calls for postponement requests.

FYI –
Leane Heldenfels

Board of Adjustment Liaison

City of Austin

<TBSAF to Jerry Rusthoven, C15-2019-0018.pdf>

ELECTRONICALLY RECORDED

2017109469

TRV

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PGS

DEED OF TRUST

RECORDATION REQUESTED BY:

FROST BANK
TECHRIDGE FINANCIAL CENTER
P.O. BOX 1600
SAN ANTONIO, TX 78296

WHEN RECORDED MAIL TO:

FROST BANK
Attn: Commercial Loan Documentation Department
P.O. BOX 1600
SAN ANTONIO, TX 78296

SEND TAX NOTICES TO:

DTHB, INC.
5115 N LAMAR BLVD
AUSTIN, TX 78751

TRAVIS 15/IT

GF 1720637-ILF

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



THIS DEED OF TRUST is dated June 30, 2017, among DTHB, INC., whose address is 5115 N LAMAR BLVD, AUSTIN, TX 78751 ("Grantor"); FROST BANK, whose address is TECHRIDGE FINANCIAL CENTER, P.O. BOX 1600, SAN ANTONIO, TX 78296 (referred to below sometimes as "Beneficiary"); and DAN J. GUARINO, whose address is P. O. BOX 1600, SAN ANTONIO, TX 78296 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; and all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to the real property, including without limitation such rights as Grantor may have in all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in TRAVIS County, State of Texas:

LOT 2, AMENDED PLAT OF LOTS 5 & 6, SHOAL CREEK BOULEVARD LOTS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 84, PGE 4A, PLAT RECORDS, TRAVIS COUNTY, TEXAS.

The Real Property or its address is commonly known as 2311 SHOAL CREEK BLVD, AUSTIN, TX 78705.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise. However, this Deed of Trust shall not secure, and the "Indebtedness" shall not include, any obligations arising under Subchapters E and F of Chapter 342 of the Texas Finance Code, as amended.

Grantor hereby absolutely assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

VENDOR'S LIEN. The debt evidenced by the Note is in part or total payment of the purchase price of the Property; the debt is secured by both this Deed of Trust and by a vendor's lien on the Property, which is expressly retained in the deed of the Property to Grantor. This Deed of Trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Lender may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed wherein the vendor's lien is retained is incorporated into this Deed of Trust.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

DEED OF TRUST (Continued)

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Grantor and of which Grantor has informed Lender in writing prior to Grantor's signing of this Deed of Trust.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Texas law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and Lender's reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

DEED OF TRUST (Continued)

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender, with losses made payable to Lender. GRANTOR MAY FURNISH THE REQUIRED INSURANCE WHETHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT INSURANCE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF TEXAS. If Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may, but shall not be required to, do so at Grantor's expense, and the cost of the insurance will be added to the Indebtedness. If any such insurance is procured by Lender, Grantor will be so notified, and Grantor will have the option of furnishing equivalent insurance through any insurer authorized to transact business in Texas. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures paid by Lender for such purposes will then bear interest at the Note rate from the date paid by Lender to the date of repayment by Grantor. To the extent permitted by applicable law, all such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws,

**DEED OF TRUST
(Continued)**

ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION, JUDGMENTS AND AWARDS. The following provisions relating to condemnation proceedings, judgments, decrees and awards for injury to the Property are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. To the extent permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property, or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are hereby absolutely assigned to Lender, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Grantor a release of this Deed of Trust lien and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. However, it is agreed that the payment of all the Indebtedness and performance of such obligations shall not terminate this Deed of Trust unless the liens and interests created hereby are released by Lender by a proper recordable instrument. Any filing fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or

**DEED OF TRUST
(Continued)**

Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender may declare the unpaid principal balance of the Indebtedness due and payable. In no event will Grantor be required to pay any unearned interest.

Foreclosure. If Lender invokes the power of sale, Trustee, at the request of Lender, may sell all or any portion of the Property at public auction to the highest bidder for cash at the location within the courthouse designated by the County Commissioners Court, or if no such area has been designated, at the area designated in the notice of sale within the courthouse, between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday of any month, after the Trustee or its agent has given notice of the time and place of sale and of the property to be sold as required by the Texas Property Code, as then amended.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. As additional security for the payment of the Indebtedness, Grantor hereby assigns to Lender all Rents as defined in the Definitions section of this Deed of Trust. Lender shall have the right at any time, and even though no Event of Default shall have occurred under this Deed of Trust, to collect and receive the Rents. Lender shall provide any notice required by applicable law with regard to such enforcement of its right to collect and receive the Rents. In addition, if the Property is vacant, Lender may rent or lease the Property. Lender shall not be liable for its failure to rent the Property, to collect any Rents, or to exercise diligence in any matter relating to the Rents; Lender shall be accountable only for Rents actually received. Lender neither has nor assumes any obligation as lessor or landlord with respect to any occupant of the Property. Rents so received shall be applied by Lender first to the remaining unpaid balance of the Indebtedness, in such order or manner as Lender shall elect, and the residue, if any, shall be paid to the person or persons legally entitled to the residue.

Trustee's Powers. Grantor hereby jointly and severally authorizes and empowers Trustee to sell all or any portion of the Property together or in lots or parcels, as Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such Property good and sufficient deeds of conveyance of fee simple title, or of lesser estates, and bills of sale and assignments, with covenants of general warranty made on Grantor's behalf. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Property to be sold at such sale. The Trustee making such sale shall receive the proceeds of the sale and shall apply the same as provided below. Payment of the purchase price to Trustee shall satisfy the liability of the purchaser at any such sale of the Property, and such person shall not be bound to look after the application of the proceeds.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, (2) vacate the Property immediately upon the demand of Lender, or (3) if such tenants refuse to surrender possession of the Property upon demand, the

DEED OF TRUST (Continued)

purchaser shall be entitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and Grantor expressly waives all damages sustained by reason thereof.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Trustee may convey all or any part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty. Grantor waives all requirements of appraisal, if any. The affidavit of any person having knowledge of the facts to the effect that proper notice as required by the Texas Property Code was given shall be prima facie evidence of the fact that such notice was in fact given. Recitals and statements of fact in any notice or in any conveyance to the purchaser or purchasers of the Property in any foreclosure sale under this Deed of Trust shall be prima facie evidence of the truth of such facts, and all prerequisites and requirements necessary to the validity of any such sale shall be presumed to have been performed. Any sale under the powers granted by this Deed of Trust shall be a perpetual bar against Grantor, Grantor's heirs, successors, assigns and legal representatives.

Proceeds. Trustee shall pay the proceeds of any sale of the Property (a) first, to the expenses of foreclosure, including reasonable fees or charges paid to the Trustee, including but not limited to fees for enforcing the lien, posting for sale, selling, or releasing the Property, (b) then to Lender the full amount of the Indebtedness, (c) then to any amount required by law to be paid before payment to Grantor, and (d) the balance, if any, to Grantor.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as Lender's attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law. In the event of foreclosure of this Deed of Trust, Lender shall be entitled to recover from Grantor Lender's reasonable attorneys' fees and actual disbursements that Lender necessarily incurs in pursuing such foreclosure.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other lienholder of the Property of the commencement of a foreclosure proceeding or of the commencement of any other action to which Lender may avail itself as a remedy, except to the extent required by applicable law or by written agreement.

Trustee. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Substitute Trustee. Lender, at Lender's option, from time to time, and more than once, may appoint in writing a successor or substitute trustee, with or without cause, including the resignation, absence, death, inability, refusal or failure to act of the Trustee. The successor or substitute trustee may be appointed without ever requiring the resignation of the former trustee and without any formality except for the execution and acknowledgment of the appointment by the beneficiary of this Deed of Trust. The successor or substitute trustee shall then succeed to all rights, obligations, and duties of the Trustee. This appointment may be made on Lender's behalf by the President, any Vice President, Secretary, or Cashier of Lender.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

WAIVER OF RIGHT TO TRIAL BY JURY. THE UNDERSIGNED HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT TO ENFORCE THIS AGREEMENT, TO COLLECT DAMAGES FOR THE BREACH OF THIS AGREEMENT, OR WHICH IN ANY OTHER WAY ARISE OUT OF, ARE CONNECTED TO OR ARE RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT. ANY SUCH ACTION SHALL BE TRIED BY THE JUDGE WITHOUT A JURY.

FACSIMILE DOCUMENTS AND SIGNATURES; ESIGN; IMAGING OF DOCUMENTS. For purposes of negotiating and finalizing this document, if this document is transmitted by facsimile machine ("fax"), it shall be treated for all purposes as an original document. Additionally, the signature of any party on this document transmitted by way of a facsimile machine shall be considered for all purposes as an original signature. Any such faxed document shall be considered to have the same binding legal effect as an original document. At the request of any party, any

DEED OF TRUST (Continued)

faxed document shall be re-executed by each signatory party in an original form. The parties agree that no notices or other communications by electronic means between such parties or their representatives in connection with this document or any instrument executed in connection herewith shall constitute a transaction, agreement, contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions, unless otherwise specifically agreed to in writing. The parties understand and agree that (a) Lender's document retention policy may involve the electronic imaging of this document and any other documents executed in connection herewith, and the destruction of the paper originals, and (b) each party waives any right that it may have to claim that the imaged copies of this document or any other documents executed in connection herewith are not originals.

APPRAISAL. Upon written request of Beneficiary, Grantor agrees to reimburse Beneficiary for the full cost of narrative appraisals of the Real Property described in the Deed of Trust. Each appraisal shall be ordered directly by Beneficiary from an appraiser satisfactory to Beneficiary in its sole discretion and shall be in form and substance necessary to comply with all laws and regulations affecting Beneficiary; a copy of each appraisal shall be provided to Grantor not later than the date on which Grantor's reimbursement is received by Beneficiary. Failure of Grantor to reimburse Beneficiary for any requested appraisal (not to exceed one appraisal in any twelve-month period) shall constitute an Event of Default.

ESCROW. Upon Grantor's failure to perform the covenants of this Deed of Trust concerning the delivery to Beneficiary of evidence of the payment of taxes and insurance premiums on the Real Property and upon written request by Beneficiary, Grantor covenants and agrees to make an initial deposit and monthly deposits thereafter with Beneficiary for the purpose of creating a fund for the payment of taxes and insurance premiums on the Real Property. Monthly deposits shall be made on the dates specified by Beneficiary in such request, and each payment shall be one-twelfth of the estimated annual taxes and insurance premiums on the Real Property, such estimates to be made by Beneficiary. Said deposits shall be in addition to the payments called for in the Note hereby secured, and Beneficiary shall hold said deposits in trust, without bond and without the accrual of interest thereon, to pay such taxes and premiums as they become due. Should such deposits at any time be insufficient to pay the taxes and insurance premiums when due, Grantor agrees to deposit the deficiency with Beneficiary immediately upon demand, and if an excess should accumulate in such fund, such excess shall be credited to the next maturing monthly deposit to such fund, or, at Beneficiary's option, be refunded to Grantor, Grantor's heirs or assigns. If Grantor shall make full payment of the indebtedness hereby secured, Beneficiary will, before accepting such full payment, apply to the reduction of principal any and all amounts then accumulated in such fund. Grantor covenants and agrees that any default in the making of said deposits as herein provided shall, at the option of Beneficiary, mature at once the entire amount remaining unpaid on the Note hereby secured.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Texas.

Choice of Venue. If there is a lawsuit, and if the transaction evidenced by this Deed of Trust occurred in BEXAR County, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of BEXAR County, State of Texas.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words

DEED OF TRUST (Continued)

and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means FROST BANK, and its successors and assigns.

Borrower. The word "Borrower" means DTHB, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means DTHB, INC..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means FROST BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated June 30, 2017, in the original principal amount of \$658,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property. The word "Rents" shall also mean all "Rents" as defined in Chapter 64 of the Texas Property Code.

Trustee. The word "Trustee" means DAN J. GUARINO, whose address is P. O. BOX 1600, SAN ANTONIO, TX 78296 and any substitute or successor trustees.

**DEED OF TRUST
(Continued)**

Page 9

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

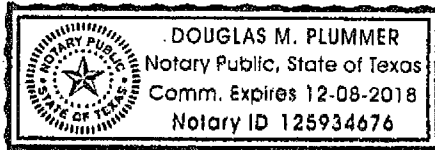
DTHB, INC.

By: DAVID A. BUTTROSS, II, President of DTHB, INC.

CORPORATE ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Travis) SS
)

This instrument was acknowledged before me on July 7, 2017 by DAVID A. BUTTROSS, II, President of DTHB, INC. a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana Debeauvoir
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

July 10 2017 10:36 AM

FEE: \$ 58.00 2017109469

From: Gregg Young
Sent: Thursday, April 04, 2019 10:32 AM
To: Heldenfels, Leane <Leane.Heldenfels@austintexas.gov>
Cc: Kelly Wright
Subject: Copy of Request for Postponement, C15-2019-0018, Fwd: Beta Theta Pi Land Use Appeal

Hi, Leane,

Below is a copy of our request for postponement.

Sincerely,
Gregg Young
Texas Beta Students Aid Fund

Begin forwarded message:

From: Gregg Young
Subject: Re: Beta Theta Pi Land Use Appeal
Date: April 2, 2019 at 1:16:37 PM CDT
To: "Rusthoven, Jerry" <Jerry.Rusthoven@austintexas.gov>
Cc: <edroberts, KWright Kerri Johnson

Jerry,

Attached is our request for postponement, re Leane Heldenfels.

Regards,
Gregg W. Young
Austin

On Apr 1, 2019, at 6:23 PM, Rusthoven, Jerry <Jerry.Rusthoven@austintexas.gov> wrote:

Gentlemen,

The appeal of my decision relating to the property at 2311 shoal Ck Blvd has been set for Monday April 8th at 5:30pm at City Hall, 301 W 2nd St. A member of the public may speak for 3 mins. Please call me at 512-917-5959 if you have any questions.

Jerry Rusthoven
Assistant Director
City of Austin, Texas Planning and Zoning Department

505 Barton Springs Rd. One Texas Center 5th Floor

Mailing Address:

PO Box 1088

Austin, TX 78767

(512) 974-3207

Jerry.Rusthoven@austintexas.gov



G-1/54

NOTICE OF PUBLIC HEARING LAND DEVELOPMENT CODE DECISION AND INTERPRETATION APPEAL

Este aviso es para informarle que hemos recibido una solicitud para una varianza dentro de una distancia de 500 pies de su propiedad. Si usted desea recibir información en español, por favor llame al (512) 974-2193.

Mailing Date: March 28, 2019

Case Number: C15-2019-0018

Please be advised that the City of Austin has received an application for a Interpretation Appeal of an administrative decision based on the Land Development Code.

Applicant:	Ronald Sawey, (512) 472-3784
Owner:	Beta Student Aid Fund
Address:	2311 SHOAL CREEK BLVD

Interpretation Appeal:

The applicant has filed an appeal challenging the Land Use Determination of 2311 Shoal Creek Blvd. as a single family residence use in a "SF-3-NP", Family Residence – Neighborhood Plan zoning district. (West University)
The applicant maintains that the use is either club/lodge or group residential.

This application is scheduled to be heard by the **Board of Adjustment** on **April 8, 2019**. The meeting will be held at **City Hall**, 1st Floor, 301 West 2nd Street **beginning at 5:30 PM**.

To see where on the agenda/when this item will be heard, on the **Friday prior to the hearing go to the **Board's website** (start at www.austintexas.gov, then click on government, then click on Boards and Commissions, then highlight Board of Adjustment and click on view website, then click on Agendas) and find this hearing agenda/case order there. The Board will vote on postponement and withdraw requests at the beginning of the hearing, as close to 5:30pm possible.*

You are being sent this notice because City Ordinance requires **that all property owners and utility account holders within 500 feet of the proposed development** and affected neighborhood organizations **be notified** when an application is scheduled for a **public hearing**.

You are not required to respond to this notice, however if you have any questions concerning this application, please contact **Leane Heldenfels of the Development Services Department at 512-974-2202 or leana.heldenfels@austintexas.gov** and refer to the Case Number at the top right of this notice.

You may also find information on this case at our website:

<https://www.austintexas.gov/department/development-services>

At this page click on the words Public Search, then input the case number above and click submit. Open the BA case by clicking on the title then scroll down to attachments to find the information submitted.

If you do wish to respond to this notice follow instructions provided on the following page.

For additional information on the City of Austin's land development process, please visit our website:

<https://www.austintexas.gov/department/development-services>

PUBLIC HEARING INFORMATION

Although applicants and/or their agent(s) are expected to attend a public hearing, **you are not required to attend**. However, if you do attend, you have the opportunity to speak FOR or AGAINST the proposed application. You may also contact a neighborhood or environmental organization that has expressed an interest in an application affecting your neighborhood.

During a public hearing, the board or commission may postpone or continue an application's hearing to a later date, or recommend approval or denial of the application. If the board or commission announces a specific date and time for a postponement or continuation that is not later than 60 days from the announcement, no further notice will be sent.

A board or commission's decision may be appealed by a person with standing to appeal, or an interested party that is identified as a person who can appeal the decision. The body holding a public hearing on an appeal will determine whether a person has standing to appeal the decision.

An interested party is defined as a person who is the applicant or record owner of the subject property, or who communicates an interest to a board or commission by:

- delivering a written statement to the board or commission before or during the public hearing that generally identifies the issues of concern (*it may be delivered to the contact person listed on a notice*); or
- appearing and speaking for the record at the public hearing;

and:

- occupies a primary residence that is within 500 feet of the subject property or proposed development;
- is the record owner of property within 500 feet of the subject property or proposed development; or
- is an officer of an environmental or neighborhood organization that has an interest in or whose declared boundaries are within 500 feet of the subject property or proposed development.

A notice of appeal must be filed with the director of the responsible department no later than 10 days after the decision. An appeal form may be available from the responsible department.

For additional information on the City of Austin's land development process, visit our website:

www.austintexas.gov/department/development-services

G-1/55

Written comments must be submitted to the contact person listed on the notice before or at a public hearing. Your comments should include the name of the board or commission, or Council; the scheduled date of the public hearing; the Case Number; and the contact person listed on the notice. **All comments received will become part of the public record of this case.**

Case Number: C15-2019-0018, 2311 Shoal Creek Blvd.

Contact: Leane Heldenfels, 512-974-2202, lane.heldenfels@austintexas.gov

Public Hearing: Board of Adjustment, April 8, 2019

William D. Hastings

Your Name (please print)

2303 Shoal Creek Blvd owner/occupant

Your address(es) affected by this application

Will Hastings

Signature

4/4/19

Date

Daytime Telephone: (512) 619-2805

Comments: See attached

Comments must be returned by 10am the day of the hearing for the Board to see them at this hearing. They may be sent by:

Mail: City of Austin-Development Services Department/ 1st Floor
Leane Heldenfels
P. O. Box 1088
Austin, TX 78767-1088

(NOTE: mailed comments must be postmarked by the Wed before the hearing to be received in time for this hearing)

Fax: (512) 974-6305

Email: lane.heldenfels@austintexas.gov

Case Number: C15-2019-0018
Applicant: Ronald Sawey
Owner: Beta Student Aid Fund
Address: 2311 Shoal Creek Blvd.

Comments:

It appears that the the subject property located at 2311 Shoal Creek Blvd house is being operated as a fraternity house and not a single family residence. The address and pictures of the house are listed on the internet and the Greek letters are typically prominently displayed on the front of the house (see attachment.) Also, I have noticed a number of large gatherings at the house, particularly during rush. The use of this property as a fraternity house is not compatible with our family neighborhood.

The Beta Theta Pi fraternity is not new to this block of Shoal Creek Blvd. The organization previously occupied the significantly larger commercial property at 2317 Shoal Creek Blvd where they held a number of loud parties late into the evening. Sadly, in the early 1990s, a drunk nineteen year-old Beta Theta Pi member fell from the roof of this fraternity house sixteen feet to his death. This former Beta house is now, owned by the Alpha Tau Omega (ATO) fraternity; however, they too were suspended last summer for four years. Since the ATO's suspension, their abandoned fraternity house has fallen into disrepair with broken and boarded-up windows and doors. Additionally, it has become a dumping ground and a frequent target of taggers. Despite numerous complaints from myself and other concerned neighbors, neither the ATO fraternity nor the city have done much to help out with this eyesore to our neighborhood which negatively impacts our property values and marketability.

Understandably, our neighborhood (The Caswell Heights/West University) is not eager to welcome another fraternity into what was previously the home of the late former Governor Ann Richards. This home has been a private single family residence continuously until its recent change in ownership to the Beta organization. At a minimum, the Beta organization should have done its due diligence prior to acquiring this home to determine whether or not it could be used as a fraternity house. I am not against fraternal organizations, on the contrary, I believe that they can do a lot of good for the community. However, I believe that the City's zoning and use ordinances should be enforced to protect quality of life of the citizens of Austin.



Texas Beta Theta Pi


[All](#) [News](#) [Images](#) [Maps](#) [Shopping](#) [More](#) [Settings](#) [Tools](#)

About 1,060,000 results (1.02 seconds)

Texas Beta Theta Pi: Fraternity

<https://www.texasbeta.org/>

Being a **Beta** at the University of **Texas** at Austin means experiencing true brotherhood and making a difference you can be proud of. Go **Texas Beta**.

You visited this page on 4/4/19.

University of Texas at Austin - UT - Beta Theta Pi Fraternity Ratings ...

<https://www.greekrank.com/Universities/UT/Fraternities>

Rating: 3.8 - 68 reviews

Fraternity reviews and ratings for the **Beta Theta Pi** chapter at University of Texas at Austin - UT - Greekrank.

Beta Theta Pi - University of Texas at Austin - Home | Facebook

<https://www.facebook.com/utexas.betapi>

Beta Theta Pi - University of Texas at Austin, Austin, Texas. 444 likes. The official Facebook page of the University of Texas Beta Theta Pi Fraternity.

Beta Theta Pi - The University of Texas

utexas.betapi.org/

Official website of Beta Theta Pi at The University of Texas. Beta's mission is to develop men of principle for a principled life.

[Alumni](#) · [Join Beta](#) · [Events](#) · [Contact](#)

Beta Theta Pi at the University of Texas at Austin - HornsLink

<https://utexas.campuslabs.com/engage/organization/texasbetathetapi>

Mutual Assistance – Betas believe that men are mutually obligated to help others in the honorable labors and aspirations of life. Intellectual Growth – Betas are ...

Beta Theta Pi - University of Texas - Summer 2018 Newsletter

www.epageflip.net/993689-summer-2018-newsletter

Beta Omicron Chapter of Beta Theta Pi Fraternity at the University of Texas.

TCU Beta Theta Pi | Greek Life | Texas Christian University

<https://www.tcubetathetapi.com/>

Developing men of principle for a principled life. The official website of the Eta Eta Chapter of Beta Theta Pi at Texas Christian University.

List of Beta Theta Pi chapters - Wikipedia

https://en.wikipedia.org/wiki/List_of_Beta_Theta_Pi_chapters

The following is a list of chapters and colonies of the **Beta Theta Pi** fraternity. As of January ... Ohio State University, Theta Delta, 1885. University of Texas at Austin, Beta Omicron, 1886–2009; recolonized Fall 2015, rechartered Spring 2017.

Beta Theta Pi at UT Austin on Instagram: "Texas Beta is happy to ...

<https://www.instagram.com/betatexas/p/BTFy0dqF16W/>

Apr 19, 2017 · 102 Likes, 4 Comments · **Beta Theta Pi** at UT Austin (@betatexas) on Instagram: "Texas Beta is happy to announce that we have received the ...

Texas A&M Beta Theta Pi

<https://aggiebetapi.org/>

The Aggie Cowboys were founded in 1979 before becoming the Epsilon Eta chapter of **Beta Theta Pi** in 1986. Membership. With over 160 members, Epsilon Eta ...

Free Beta Theta Pi Records Search | Enter Any Name To Start

www.publicrecordssearcher.com/

See Any Brother Or Sister's Public Record. Type Any Name & Search For Free! DUI Record Search. Unlimited Lookups. Criminal Record Search. Public Arrest Records. Simple People Search. Industry Leading Data. Instant People Search. Arrests, Tickets & More. Simple Background Checks.



Texas Beta Theta Pi

[Website](#)
[Directions](#)
[Save](#)

5.0

3 Google reviews

Fraternal organization in Austin, Texas

Address: 2311 Shoal Creek Blvd, Austin, TX 78705

Hours: Open · Closes 5PM

Phone: (830) 832-2581

[Suggest an edit](#)

Know this place? [Answer quick questions](#)

[Send to your phone](#)

Reviews

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Profiles



Facebook

People also search for

[View](#)



Pi Kappa Alpha School



Kappa Alpha Order
Fraternal organization



Delta Sigma Phi
Fraternal organization



Alpha Delta Phi
Frat orgs

[More about Texas Beta Theta Pi](#)

Christine L Martin
2305 Shoal Creek Blvd
Austin, TX 78705
April 2, 2019

Ms. Heldenfels
City of Austin-Development Services Department/1st Floor
P.O. Box 1088
Austin, TX 78767-1088

Dear Ms. Heldenfels:

I am writing on behalf of our family concerning Case Number C15-2019-0018, 2311 Shoal Creek Blvd. It is my understanding that the desire for a zoning change comes from a prospective fraternity house. This would be an incompatible use of property for our neighborhood. We love our dear neighbors and our quiet little street. We are united in opposing this usage. Please let me know if you require further input from me/us.

Sincerely,

A handwritten signature in black ink, appearing to read "Christine L Martin", with a long horizontal flourish extending to the right.

Christine L Martin
Homeowner-2305 Shoal Creek Boulevard, Austin, TX 78705



NOTICE OF PUBLIC HEARING LAND DEVELOPMENT CODE DECISION AND INTERPRETATION APPEAL

Este aviso es para informarle que hemos recibido una solicitud para una varianza dentro de una distancia de 500 pies de su propiedad. Si usted desea recibir información en español, por favor llame al (512) 974-2193.

Mailing Date: March 28, 2019

Case Number: C15-2019-0018

Please be advised that the City of Austin has received an application for a Interpretation Appeal of an administrative decision based on the Land Development Code.

Applicant:	Ronald Sawey, (512) 472-3784
Owner:	Beta Student Aid Fund
Address:	2311 SHOAL CREEK BLVD

Interpretation Appeal: The applicant has filed an appeal challenging the Land Use Determination of 2311 Shoal Creek Blvd. as a single family residence use in a "SF-3-NP", Family Residence – Neighborhood Plan zoning district. (West University)
The applicant maintains that the use is either club/lodge or group residential.

This application is scheduled to be heard by the **Board of Adjustment** on **April 8, 2019**. The meeting will be held at **City Hall**, 1st Floor, 301 West 2nd Street **beginning at 5:30 PM**.

To see where on the agenda/when this item will be heard, on the **Friday prior to the hearing go to the **Board's website** (start at www.austintexas.gov, then click on government, then click on Boards and Commissions, then highlight Board of Adjustment and click on view website, then click on Agendas) and find this hearing agenda/case order there. The Board will vote on postponement and withdraw requests at the beginning of the hearing, as close to 5:30pm possible.*

You are being sent this notice because City Ordinance requires **that all property owners and utility account holders within 500 feet of the proposed development** and affected neighborhood organizations **be notified** when an application is scheduled for a **public hearing**.

You are not required to respond to this notice, however if you have any questions concerning this application, please contact **Leane Heldenfels of the Development Services Department at 512-974-2202 or leane.heldenfels@austintexas.gov** and refer to the Case Number at the top right of this notice.

You may also find information on this case at our website:

<https://www.austintexas.gov/department/development-services>

At this page click on the words Public Search, then input the case number above and click submit. Open the BA case by clicking on the title then scroll down to attachments to find the information submitted.

If you do wish to respond to this notice follow instructions provided on the following page.

For additional information on the City of Austin's land development process, please visit our website:

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PUBLIC HEARING INFORMATION

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During a public hearing, the board or commission may postpone or continue an application's hearing to a later date, or recommend approval or denial of the application. If the board or commission announces a specific date and time for a postponement or continuation that is not later than 60 days from the announcement, no further notice will be sent.

A board or commission's decision may be appealed by a person with standing to appeal, or an interested party that is identified as a person who can appeal the decision. The body holding a public hearing on an appeal will determine whether a person has standing to appeal the decision.

An interested party is defined as a person who is the applicant or record owner of the subject property, or who communicates an interest to a board or commission by:

- delivering a written statement to the board or commission before or during the public hearing that generally identifies the issues of concern (*it may be delivered to the contact person listed on a notice*); or
 - appearing and speaking for the record at the public hearing;
- and:
- occupies a primary residence that is within 500 feet of the subject property or proposed development;
 - is the record owner of property within 500 feet of the subject property or proposed development; or
 - is an officer of an environmental or neighborhood organization that has an interest in or whose declared boundaries are within 500 feet of the subject property or proposed development.

A notice of appeal must be filed with the director of the responsible department no later than 10 days after the decision. An appeal form may be available from the responsible department.

For additional information on the City of Austin's land development process, visit our website:

www.austintexas.gov/department/development-services

Written comments must be submitted to the contact person listed on the notice before or at a public hearing. Your comments should include the name of the board or commission, or Council; the scheduled date of the public hearing; the Case Number; and the contact person listed on the notice. **All comments received will become part of the public record of this case.**

Case Number: C15-2019-0018, 2311 Shoal Creek Blvd.

Contact: Leane Heldenfels, 512-974-2202, leana.heldenfels@austintexas.gov

Public Hearing: Board of Adjustment, April 8, 2019

CHRISTINE L MARTIN

Your Name (please print)

☐ I am in favor
☒ I object

2305 SHOAL CREEK BLVD Austin TX 78705

Your address(es) affected by this application

Christine L Martin

Signature

4/2/19

Date

Daytime Telephone: 512 844 8880

Comments: See Attached

Comments must be returned by 10am the day of the hearing for the Board to see them at this hearing. They may be sent by:

Mail: City of Austin-Development Services Department/ 1st Floor
Leane Heldenfels
P. O. Box 1088
Austin, TX 78767-1088

(NOTE: mailed comments must be postmarked by the Wed before the hearing to be received in time for this hearing)

Fax: (512) 974-6305

Email: leana.heldenfels@austintexas.gov

Texas Beta Students Aid Fund

2311 SHOAL CREEK BLVD., POB 201119, AUSTIN, TX 78705
512 338-1000

April 2, 2019

Texas Beta Students Aid
Fund

Don Roberts, President

G. Wheeler Young, V.P.
gregg.young.bjy@gmail.com
direct: 512 964-3100

D. Michael Harris, Treasurer

George Harcourt, Secretary

Beta Omicron Chapter, UT
Beta Theta Pi

Texas Beta Students Aid
Scholarship Fund

Mr. Jerry Rusthoven
City of Austin, Texas Planning and Zoning Dept.
PO Box 1088
Austin, TX 78767

(512) 974-3207 Jerry.Rusthoven@austintexas.gov

Subject: C15-2019-0018, 2311 Shoal Creek Blvd., 78705

Dear Mr. Rusthoven,

TBSAF, the subject property owner, requests a postponement of the use appeal hearing on April 8, 2019, to the next Board of Adjustment meeting by reason that our attorney, John Joseph, is undergoing surgery and is unable to represent us on April 8.

Sincerely yours,



G. Wheeler Young, V.P.
Texas Beta Student Aid Fund

cc:
Kelly Wright
Don Roberts

PUBLIC HEARING INFORMATION

Although applicants and/or their agent(s) are expected to attend a public hearing, **you are not required to attend.** However, if you do attend, you have the opportunity to speak FOR or AGAINST the proposed application. You may also contact a neighborhood or environmental organization that has expressed an interest in an application affecting your neighborhood.

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- delivering a written statement to the board or commission before or during the public hearing that generally identifies the issues of concern (*it may be delivered to the contact person listed on a notice*); or
 - appearing and speaking for the record at the public hearing;
- and:

- occupies a primary residence that is within 500 feet of the subject property or proposed development;
- is the record owner of property within 500 feet of the subject property or proposed development; or
- is an officer of an environmental or neighborhood organization that has an interest in or whose declared boundaries are within 500 feet of the subject property or proposed development.

A notice of appeal must be filed with the director of the responsible department no later than 10 days after the decision. An appeal form may be available from the responsible department.

For additional information on the City of Austin's land development process, visit our website:

www.austintexas.gov/department/development-services

G-1/62

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Case Number: C15-2019-0018, 2311 Shoal Creek Blvd.

Contact: Leane Heldenfels, 512-974-2202, leana.heldenfels@austintexas.gov

Public Hearing: Board of Adjustment, April 8, 2019

Barbara Bridges

Your Name (please print)

☒ I am in favor
☐ I object

1106 W. 22 1/2 Street

Your address(es) affected by this application

Barbara S. Bridges

Signature

4-3-2019

Date

Daytime Telephone: 512-476-3806

Comments: Home owner

Caswell Heights Neighborhood
Assn.

Comments must be returned by 10am the day of the hearing for the Board to see them at this hearing. They may be sent by:

Mail: City of Austin-Development Services Department/ 1st Floor
Leane Heldenfels
P. O. Box 1088
Austin, TX 78767-1088

(NOTE: mailed comments must be postmarked by the Wed before the hearing to be receive in time for this hearing)

Fax: (512) 974-6305

Email: leana.heldenfels@austintexas.gov

PUBLIC HEARING INFORMATION

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G-1/63

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Case Number: C15-2019-0018, 2311 Shoal Creek Blvd.

Contact: Leane Heldenfels, 512-974-2202, lean.heldenfels@austintexas.gov

Public Hearing: Board of Adjustment, April 8, 2019

Caswell Heights
Your Name (please print) Neighborhood ASSN.

☒ I am in favor
☐ I object

Your address(es) affected by this application

TR

4-2-2019

Signature

Date

Daytime Telephone: See City Register

Comments:

Please See attached.

4 Total pages

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Mail: City of Austin-Development Services Department/ 1st Floor
Leane Heldenfels
P. O. Box 1088
Austin, TX 78767-1088

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Fax: (512) 974-6305

Email: lean.heldenfels@austintexas.gov

C15-2019-0018, 2311 Shoal Creek Blvd.

Caswell Heights Neighborhood Association supports Mr. Sawey, and his request for a Land Use Determination of 2311 Shoal Creek Blvd.

Our association believes that the property at the above address is being incorrectly used, and that allowing a fraternity to use an SF3 property destroys the intent of the zoning.

Since "Use" stems from "Zoning," we would like to cite from the City of Austin's Zoning Principles that are used as a guide to preserve compatibility of land uses.

According to the City of Austin's Zoning Guide, "City Staff, stakeholders and property owners should use the following principles to evaluate all zoning requests."

1. "Zoning should satisfy a public need and not constitute a grant of special privilege to an individual owner; the request should not result in spot zoning."
2. "Granting a request for zoning should result in an equal treatment of similarly situated properties."
3. "Granting the zoning should not in any way set an undesirable precedent for other properties in the neighborhood or within other areas of the city."
4. "Zoning should allow for a reasonable use of the property."
5. "Zoning changes should promote compatibility with adjacent and nearby uses and should not result in detrimental impacts to the neighborhood character."
6. "Zoning should promote clearly identified community goals"

"The City of Austin has established a land use planning process with significant public participation to determine how land should be used both now and in the future."

During a major planning process, our neighborhood went before Council requesting that SF3 properties (and many MF properties) throughout our neighborhood have prohibitions against Group Residential, Club or Lodge, and Community Recreation Uses. We believe that this participation defines how the neighborhood believes SF3 properties should be used.

Based upon the intent of the zoning, and the good faith the neighborhood had with the City in abiding by this ordinance, we request the following:

1. The fraternity using this property should not be allowed to meet, gather, or use the above property as club/lodge, community recreation, or group residential.
2. All signs advertising the fraternity should be removed.
3. The above address must not be used as a fraternity house nor listed as their fraternity house on websites and advertising materials.

Finally, we believe a fraternity should not be allowed in this or any other SF3 property within our neighborhood area. The use is incompatible with the neighborhood zoning we thought we had.

G-1/65

FD-302





NOTICE OF PUBLIC HEARING LAND DEVELOPMENT CODE DECISION AND INTERPRETATION APPEAL

Este aviso es para informarle que hemos recibido una solicitud para una varianza dentro de una distancia de 500 pies de su propiedad. Si usted desea recibir información en español, por favor llame al (512) 974-2193.

Mailing Date: March 28, 2019

Case Number: C15-2019-0018

Please be advised that the City of Austin has received an application for a Interpretation Appeal of an administrative decision based on the Land Development Code.

Applicant:	Ronald Sawey, (512) 472-3784
Owner:	Beta Student Aid Fund
Address:	2311 SHOAL CREEK BLVD

Interpretation Appeal:

The applicant has filed an appeal challenging the Land Use Determination of 2311 Shoal Creek Blvd. as a single family residence use in a "SF-3-NP", Family Residence – Neighborhood Plan zoning district. (West University)
The applicant maintains that the use is either club/lodge or group residential.

This application is scheduled to be heard by the **Board of Adjustment** on **April 8, 2019**. The meeting will be held at **City Hall**, 1st Floor, 301 West 2nd Street **beginning at 5:30 PM**.

To see where on the agenda/when this item will be heard, on the **Friday prior to the hearing go to the **Board's website** (start at www.austintexas.gov, then click on government, then click on Boards and Commissions, then highlight Board of Adjustment and click on view website, then click on Agendas) and find this hearing **agenda/case order** there. The Board will vote on postponement and withdraw requests at the beginning of the hearing, as close to 5:30pm possible.*

You are being sent this notice because City Ordinance requires **that all property owners and utility account holders within 500 feet of the proposed development** and affected neighborhood organizations **be notified** when an application is scheduled for a **public hearing**.

You are not required to respond to this notice, however if you have any questions concerning this application, please contact **Leane Heldenfels of the Development Services Department at 512-974-2202 or leane.heldenfels@austintexas.gov** and refer to the Case Number at the top right of this notice.

You may also find information on this case at our website:

<https://www.austintexas.gov/department/development-services>

At this page click on the words Public Search, then input the case number above and click submit. Open the BA case by clicking on the title then scroll down to attachments to find the information submitted.

If you do wish to respond to this notice follow instructions provided on the following page.

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Case Number: C15-2019-0018, 2311 Shoal Creek Blvd.

Contact: Leane Heldenfels, 512-974-2202, leaneheldenfels@austintexas.gov

Public Hearing: Board of Adjustment, April 8, 2019

IRISSIZ DARMON
Your Name (please print)

1114 W. 22 1/2 Street
Your address(es) affected by this application

IRISSIZ DARMON 4-2-19
Signature Date

Daytime Telephone: 512-298-8860

Comments: _____

Please see attached
3 pages

<input checked="" type="checkbox"/> I am in favor <input type="checkbox"/> I object
--

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Mail: City of Austin-Development Services Department/ 1st Floor

Leane Heldenfels

P. O. Box 1088

Austin, TX 78767-1088

(NOTE: mailed comments must be postmarked by the Wed before the hearing to be receive in time for this hearing)

Fax: (512) 974-6305

Email: leaneheldenfels@austintexas.gov

Re: C15-2019-0018
2311 Shoal Creek Blvd.

We do not support the use of this property as a fraternity as the use is incompatible with all other SF3 properties within the neighborhood.

We request that the fraternity sign next to the house be removed, and that any reference to the house as a fraternity be removed from their website and materials. This property should not be allowed to have fraternity parties, rush events, etc. as they are incompatible with the neighborhood.

On their fraternity website, they note that their goal is to have 120 men during the next 18 months....the impact to the neighborhood, especially to the families living within three to four blocks is devastating. Allowing this *one* property to continue this *incompatible use* is essentially "*spot zoning*," and it destroys the quality of life for *hundreds* of people.

During the planning process, our neighborhood compromised with the city planning staff, the UAP neighborhood area, and made numerous concessions. Our neighborhood now requests the most important thing that we have consistently requested be honored. We request that SF3 properties not be allowed to house fraternities or like minded groups. If people moving into inter city neighborhoods are unable to trust the zoning and use established by our city, we will continue to see people move out of inner city neighborhoods. Zoning, Use, and Code Enforcement are the backbone of neighborhoods, and we depend upon the city to keep its planning commitments.

T. Damron, home owner
Caswell Heights Neighborhood Association member



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